Pastel Cover Order Form

Version Date:
Pastel My Business

Please complete Section A with your current contact and product details

A Please complete your details

Pastel Product Serial Number:		Internal Use Only
Company Name (Customer):		A/C No:
Job Title / Position:		Inv No:
Mr ☐ Mrs ☐ Ms ☐ Dr ☐ First Name:		Serial:
Surname:		
Physical Address:	Postal Address:	
Province: Post Code:	Province: Post Code:	
Telephone (work): ( )	Facsimile: ( )	
Cell Number (optional):	E-mail Address:	
Vat Registration Number:		

If you make use of a Pastel Channel Partner, please supply us with their details

Pastel Channel Partner Company Number (their Pastel account code):
Pastel Channel Partner Company name:

If you have opted to activate Pastel Cover please complete the section below:
This contract is valid for 12 months

B Debit Order Authoristation

Pastel My Business	R 75.00 per month interest free
Bank:	Branch:
Branch Code:	Account Number:
Account Type :	Account Name:

I/We hereby request, "instruct" and authorise Softline (Pty) Ltd trading as Softline Pastel, to draw against the abovementioned bank account (or any other bank or branch to which I/We may transfer my/our account), the amounts due in terms of the Debit Order Authorisation. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

Authorised Signatories

Name:	Date:	Signature:
Name:	Date:	Signature:

I/We, the authorised signatory/ies, warrant that I/we are duly authorised to sign this Debit Order Authorisation Agreement and by my/our signature hereto, confirm that I/we shall have no claims against Softline (Pty) Ltd arising out of this debit order authorisation.

I/We understand that this debit order authorisation will remain in place for as long as the Initial Balance reflected in the Amounts Schedule, or any other amount that relates to the renewal of any products or services listed in the Amounts Schedule, remains unpaid.

I/We understand that the amount of the debit order will be adjusted accordingly to take account of any amounts due in terms of the renewal of any products or services listed in the Amounts Schedule, provided that the adjustment to the debit order will only be made in accordance with the terms and conditions of any software or service agreements relating to such products and services.

I/We understand that this debit order authorisation and agreement will be subject to the standard terms of trade of Softline (Pty) Ltd

I/We understand that in the event that any debit order due in terms of this Debit Order authorisation is rejected by my/our bank, all related bank rejectionfees and the full amount of the initial balance in the Debit Order authorisation, that remains unpaid, will be due and payable immediately on demand by Softline (Pty) Ltd and that any products or services provided by Softline (Pty) Ltd in respect of the items listed in the Debit Order authorisation, will be suspended immediately.

I/We undertake to ensure that adequate funds are available in the bank account detailed in this agreement, to cover the amounts due in terms of this Debit Order authorisation Agreement.

I/We undertake to inform Softline (Pty) Ltd of any changes to my/our bank account details listed in the Debit Order authorisation Agreement.

I/We acknowledge that the party hereby authorised to effect the drawing(s) against my/our account may not cede or assign any of its rights to any third party without my/our written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authorityto any third party without prior written consent of the authorised party.

Please indicate your acceptance of the order and the attached Terms and Conditions		
I wish to subscribe to Pastel Cover, I hereby accept the Terms and Conditions governing Pastel Cover.		
Name:	Date:	Signature:

Please initial the terms and conditions overleaf. Simply complete this order form, place it in an envelope and mail it back to us at the address details below. Alternatively fax the form to us with a copy of a cancelled cheque.

Johannesburg
PO Box 781893
Sandton
2146
Tel: (011) 304 3000
Fax: (011) 304 3001

Cape Town
Block M
Greenford Office Estate
Punters Way
Kenilworth
7708
Tel: (021) 680 9000
Fax: (021) 680 9090

Durban
PO Box 25194
Gateway
4321
Tel: (031) 566 3750
Fax: (031) 566 3694

Softline PASTEL®
beyond accounting

Softline (Pty) Ltd: Softline Technology Park, 102 Western Services Road, Gallo Manor Ext. 6, Johannesburg, 2031.
PO Box 781893, Sandton, 2146.

Pastel Cover Terms and Conditions

1. DEFINITIONS

“the Company”	means Softline Pastel a division of Softline (Pty) Ltd
“agreement”	means the agreement set out in this document together with any appendices hereto and referred to as the Pastel Cover Agreement;
“the territory”	means South Africa, Lesotho and Swaziland;
“initial registration”	means the initial supply and registration of the product and documentation;
“annual fee”	means the annual charge as set out in the schedule of services to this agreement;
“documentation”	means the user manual and any other related paperwork supplied by the Company or its authorised dealer, which may or may not be related to the Product;
“product”	means the products listed in the schedule of services to this agreement;
“working hours”	means the hours of 08h00 to 17h30 on a Monday to Friday, and 09h00 to 12h00 on a Saturday in South Africa, excluding official public holidays;
“effective date”	the date of acceptance of this agreement by the Company;

This agreement shall be construed and interpreted in accordance with the laws of SouthAfrica and phrases and words defined here shall apply in the remainder of this agreement. When the Customer subscribes to Pastel Cover, the Company will issue a username and a pin-number to the Customer. By using the username and pin-number to access the service offered by Pastel Cover, the customer will be signifying their acceptance of these terms and conditions of use, which is a binding agreement between the Company and the Customer.

2. LICENCE

The Customer hereby agrees to comply with the Licence Agreement pertaining to the product and documentation as specifically recorded in the product or documentation. The Customer is granted a non-exclusive, non-transferable licence to use the products and documentation.

3. FEES AND PAYMENT

The Customer shall pay to the Company all amounts due in terms of this agreement in full prior to the commencement of the Agreement and on any annual renewal of this agreement as contemplated in paragraph 4. The annual fee payable by the Customer on any annual renewal will be paid by means of debit order. The Customer, by virtue of their signature to this agreement, agrees to payment by debit order, and agrees not to cancel the debit order for the duration of the agreement.

3.1 The Company shall be entitled to increase the Annual Fee from time to time. Details of such increases will be published on the Company’s website.

3.2 Failure to pay any amount due in terms of the Agreement on the due date, shall entitle the Company, without prejudice to any other remedies, to charge interest on a daily basis at 2.5% (two comma five percentum) per month from the due date of payment to the actual date of payment.

4. TERM

This agreement shall commence on the effective date and shall continue until end of the initial term. If notice of termination is not given at least 90 days prior to the end of the initial term, this agreement shall automatically be renewed for a further period of twelve months and the provisions above shall, mutatis mutandis, apply in respect of such 12 (twelve) month period. The Company may terminate this agreement summarily including access to support and software if

4.1 the Customer breaches any terms of this agreement and fails to remedy same within 10 (ten) days of receipt of written notification from the Company;

4.2 the Customer fails to pay any amount due in terms of this agreement on the due date;

4.3 the Customer commits an act of insolvency as defined in the InsolvencyAct.

In the event that this agreement is terminated for any of the reasons mentioned in paragraph 4, the Customer shall not be entitled to a refund of any amount paid in terms of this agreement. In the event that this agreement is terminated and the Customer wishes to enter into a new agreement, the Customer will be charged such amounts as would be applicable to a new agreement.

5. COMPANY OBLIGATIONS

The Company undertakes that:

5.1 the Company shall use reasonable endeavours to support the product during the term of this agreement by providing telephonic and e-mail support during working hours;

5.2 the Company shall only be responsible to provide support for the product on the current versions of the product and the most recent version of the product in existence prior to the current version of the product;

5.3 the Company, at its sole discretion, reserves the right to issue new versions of the product and documentation;

5.4 the Company shall endeavour to provide corrections, updates and releases to the product at such times as it in it's sole discretion shall determine. The Customer shall be responsible for the installation of corrections, updates and releases to the product and for ensuring that its' staff have the capability of carrying out such installations. Should the Customer fail to install such systems correctly or at all in accordance with the Company's instructions, the Company or Pastel Approved Partner shall have the right to charge for services rendered in this regard. Corrections, updates and releases to the product arising as a result of a changes in database used by the product are specifically excluded from this agreement;

5.5 if the Company cannot effect any correction telephonically, the Company or a Pastel Approved Partner upon receipt of written authorisation from the Customer, may in its sole discretion attend at the Customer's premises to effect the correction, in which event such attendance together with travelling time and expenses shall be charged to the Customer by the Company or a PastelApproved Partner;

5.6 the Company shall not be responsible for and shall not be obliged to correct errors which result -

5.6.1 from failure of equipment or other software, including, but not limited to machine operating software, third party applications not developed by the Company and which are not covered by this agreement including faults in electrical supply and operator error from whatever cause or caused by cable or connector malfunction or breaks;

5.6.2 from environmental conditions including, but not limited to, conditions associated with humidity and air-conditioning;
from accident, negligence, misuse or default by the Customer or any third party or due to a force majeure;

5.6.3 from failure of fixed or removable storage media;

5.6.4 from any version of the products other than the current version of the product;

5.7 Any time spent by the Company investigating an error caused by any of the above shall be charged for by the Company as an additional cost at the Company's then current rates of service and travelling on a time and material basis.

6. INTELLECTUAL PROPERTY

The Company retains the right, title and interest in ownership of the copyright and all other intellectual property rights in the product and the documentation. The Customer acknowledges that nothing contained in this agreement shall give the Customer any right, title, or interest in the intellectual property.

7. LIABILITY

The Company makes no warranties and representations whether express or implied in respect of the products, the disks or the documentation attaching to the product and in no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use or inability to use the products or documentation even if advised of the possibility of such damage. In addition, the Company specifically does not warrant or guarantee or make any representations concerning the use of or the result of the use of the product and the product is purchased and used at the sole risk of the Customer. Any claim which the Customer may have against the Company shall be limited to the Company either replacing or repairing the product at the sole discretion of the Company.

8. THE CUSTOMER'S OBLIGATIONS

The Customer undertakes

8.1. to keep master copies of the products and documentation in a safe place at it's principle place of business;

8.2. to assign a contact person to deal with all correspondence and communication with the Company in respect of this agreement;

8.3. to select only suitably trained staff for operation of the product;

8.4. to institute any new releases or error fixes and versions of products in line with the Company's recommendations and to keep machine operating software up to date and to pay all costs associated therewith;

8.5. not to reverse engineer, dissemble, or translate, decode or modify the product;

8.6. not to loan, rent, assign, sub-lease or in any other manner or form, transfer the product to any unauthorised third party;

8.7. to comply with the registration requirements, including the initial registration, of the product, which requirements the Company will determine from time to time and in its absolute and sole discretion;

8.8. to notify the Company of any changes to the bank account details listed in the Debit Order Details contained in this agreement;

8.9. to pay to the Company an administration fee of R250 for each and every instance that a debit order payment is rejected by the Customers bankers;

8.10. to ensure that the Product is suitable for the purpose intended;

8.11. to keep a minimum of one separate backup of your current data of a standard and frequency to allow the Customer to recover information without any undue loss of staff time;

8.12. to notify the Company of any alleged defect within a period not exceeding 5 (five) days from the date the alleged defect becomes apparent;

8.13. to use their username and pin-number for their own business use only;

8.14. not to disclose their username and pin-number to any other person for any reason whatsoever and will maintain the confidentiality thereof.

9. NOTICES

9.1 The parties choose as their domicilium citandi et executandi the address set out on the front page of this agreement for the purpose of serving any documents or legal process in regard hereto.

9.2 Any notice given and any payment made by a party to the other ("the addressee") which:

9.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery: provided that if the delivery is effected by or on behalf of the Customer at the Company's domicilium, the presumption shall only apply as regards to the Company if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

9.2.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, it shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

10. GENERAL

10.1 This agreement constitutes the whole agreement between the parties. No variation, addition or cancellation of this agreement or any waiver of any rights shall be of any force unless reduced to writing and signed by the parties.

10.2 No indulgence, leniency or extension of time which the Company may show to the Customer shall in any way prejudice the Company or preclude the Company from exercising its rights in the future.

10.3 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of SouthAfrica.

10.4 The Company's preferred medium of correspondence and communication with the Customer will be by means of email. The Customer is responsible for supplying the Company with a valid email address and notifying the Company of any changes in this email address from time to time.

11. JURISDICTION

11.1 The Customer, by its signature hereto and in terms of the provisions of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any action or proceeding instituted against the Customer in terms of, or arising out of provisions of this agreement, provided that the Company, in its sole and absolute discretion, shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

11.2 In the event of the Company instituting legal proceedings against the Customer to recover amounts due to the Company or take any other legal steps arising out of this agreement, the Customer shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

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